YSLETA INDEPENDENT SCHOOL DISTRICT

IBM Statement of Work for Network File and Web Servers

IBM/YSID ER5-003

Prepared for

Ysleta Independent School District

January 17,2002

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APPENDIX A DELIVERABLE/DOCUMENTATION GUIDELINES

STATEMENT OF WORK

Introduction

This section describes the Services that IBM will provide under the terms of the Agreement formed by the IBM Customer Agreement (ICA), Ysleta Independent School District RFP #22-1115-016RFP and the Contractor's Appendix to RFP#22-1115-016RFP, the General Contract (dated January 17, 2002), and this Statement of Work (SOW). Once accepted and signed by Ysleta ISD, this Statement of Work and its terms and conditions, becomes part of the Agreement. Specifically, IBM will provide Ysleta Independent School District (Ysleta ISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built Ysleta ISD locations in El Paso, Texas.

This Statement of Work is comprised of the following sections:

1. Assumptions
2. IBM Responsibilities
3. Ysleta ISD Responsibilities
4. Deliverable/Documentation Materials
5. Estimated Project Schedule
6. Completion Criteria
7. Charges

The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable/Documentation Guidelines
- Appendix B, Project Change Control Procedure
- Appendix C. Equipment and Operational Software
- Appendix D, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges or other terms of this Statement of Work.

This offer will expire December 31, 2002 unless this date is extended by IBM in accordance with the "Project Change Control Procedure".

1.0 ASSUMPTIONS

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

1. Installations will be performed at the Ysleta Independent School District facilities consisting of all eligible school campus locations. All functioning structured cabling, including patch cables, for both the wide area network and the local area networks is not in the scope of this SOW. All wide area network services (Telephone or Fiber) is not in the scope of this SOW.

2. No sites affected by IBM's performance under this SOW have been declared as "Historical Buildings."

3. Ysleta ISD sites will be cabled and have closets prepared prior the installation of network equipment.

4. Ysleta ISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.

5. Ysleta ISD and user personnel will be available as described in 3.0, " Ysleta ISD Responsibilities."

6. Ysleta ISD can provide a current and accurate listing of each site, to include network electronics hardware and software installed, and number of MC and IC wiring closets.

7. Work under this Statement of Work will be performed at sites within the Ysleta ISD and will not require travel to sites outside district boundaries.

8. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix **B.**

9. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by **IBM** and Ysleta **ISD.**

10. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and Ysleta ISD at least ten (10) business days prior to the commencement of the work.

11. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive **of** guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of Ysleta ISD.

12. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this **SOW.** Any delay encountered due to unavailability of buildings may result in additional charges being incurred by Ysleta ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.

13. Adequate wall space/wiring closet space will be made available to IBM for the purpose of placing MDF/IDF products and equipment installed under this agreement.

It is understood by IBM and Ysleta ISD that any delay encountered due to insufficient wall space/insufficient wiring closet space may result in time delays and additional charges incurred by Ysleta ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.

14. It is understood by Ysleta ISD and IBM that this SOW is based upon the estimated start date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project completion date on a working day for working day basis, and as mutually agreed upon by IBM and Ysleta ISD via the Project Change Control Procedure detailed in Appendix B.

15. It is understood by Ysleta ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.

16. Ysleta ISD will provide appropriate access to the Ysleta ISD network for maintenance support.

Exclusions from this Statement of Work

1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify Ysleta ISD of the problem. IBM will not be required to proceed with its work under this SOW until Ysleta ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.

2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to Ysleta ISD for the addition of these services.

3. Relocation and testing of existing computers, telecommunications. or C C N equipment(s) or systems are not included in this SOW.

4. Removal of existing telecommunications or CCTV cabling is not included in this SOW.

5. No data Media Converters are being supplied by this Statement of Work.

6. IBM is not responsible for developing a new logical network design. The intent of this SOW is to replace the existing network components using the Districts current design and configuration details.

7. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of Ysleta ISD. Pursuant to a separate purchase order, IBM can perform work on these excluded items.

8. It is understood by Ysleta ISD and IBM that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of Ysleta ISD.

2.0 IBM RESPONSIBILITIES

2.1 Project Management

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities:

1. Establish and coordinate IBM efforts with the Ysleta ISD Project Manager.

2. Develop and maintain work plans for the performance of IBM responsibilities.

3. Administer the Change Control Procedures.

4. Maintain communications and review progress with the Ysleta ISD Project Manager and team members during status meetings.

5. Prepare and submit written Monthly Status Reports of IBM activities to the Ysleta ISD Project Manager.

Completion Criteria: This task will be considered complete when the project is complete and the Final Status Report has been delivered to the Ysleta ISD Project Manager.

Deliverables/Documentation:

Monthly Status Reports.

2.2 Perform Site Survey

Description: The objective of this task is to visit the Ysleta ISD locations and perform the site survey using materials and processes jointly developed by Ysleta ISD and IBM:

The subtasks are:

1. Verify and correct site general information, if necessary.

.2. Identify and document site's special considerations:

3. Site's labor requirements and works restrictions (e.g. union vs. Non-union environments, works hours, access restrictions, special condition or limitations) that may affect the site's rollout.

4. Safety regulations - as may apply from municipalities

5. Site security requirements

6. Any unusual site conditions (e.g., site to be closed in one week)

7. Identify Equipment Room locations and requirements

8. Isolated electrical power circuit availability

9. Heating and air-conditioning

10. True earth ground availability

11. Access security

12. Fiber/Telephone circuit connection – **DS3,** T1, ISDN

13. Define portable distances and type of antenna needed

14. Define parameters of installation – how many portables at each site and how to be configured in wireless network.

Completion: This task will be complete for each site when is provided to Ysleta ISD, (one softcopy and one hardcopy of the documentation).

Deliverable/Documentation:

Site Survey Documentation

2.3 Installation of Web Server

Description: The objective of this task is to provide Ysleta ISD web servers as defined in Appendix C. This will be performed by: installing the new server hardware, installing the IBM AIX Operating System on each server, and installing the web server software.

The subtasks are:

1. An IBM representative will install the hardware that comprises the web servers, including:

   - placement of the machines within the Ysleta ISD District office

   - connections to keyboard, mouse, and display (if so equipped),

   - verification of successful boot and standard operational software pre-load

   - setup of external devices such as rack, KVM Switch, and display.

2. Operating System Software Set-up and Configuration, including:

   - Conduct a planning session

   - Install AIX operating system

   - Apply applicable operating system and microcode or device driver updates

   - Install AIX operating system components and programs as agreed in the planning session

   - Create and allocate logs for operating system, programs, and system.

   - Provide installation and system customization assistance to meet requirements identified in planning session

   - Operational verification

   - Verify that the AIX operating system and utilities are operational

- Also included in this task will be the configuration of network addresses, routing, and the download and install of necessary code updates from the IBM Support Center or downloaded from the Internet

3. IBM will perform a basic install of the Web Server operational software and related tasks necessary to activate the servers, including:

- Conduct a planning session and identify:
  - o the necessary environment and pre-requisites
  - o Interaction with other network components
- Install Web Server operational Software:
- Install and configure the environment
- Upgrade operational software levels if necessary
- Install the Web Server operational software on the Web server
- Perform operational software installation verification procedure
- Configure, on existing network equipment, changes necessary to establish communications with the Web Servers
- Start the servers, test http functionality and verify functional capability to receive/respond to traffic from the intranet and the internet

Completion: This task will be complete when:

1. Hardware is set up, diagnostics complete successfully

2. The operating system is installed and operational on the servers and the installation verification procedures and the functionality test have been successfully completed.

3. The Web Servers are installed and operational and the installation verification procedures have been successfully completed.

4. Communication and use of protocols and network services can be demonstrated.

Deliverable/Documentation:

Documentation of the final configuration of the Web Server and Internet connectivity.

2.4   Installation of Web Access Software for the District Web Servers

Description: The objective of this task is to upgrade and configure up to 60 district Web servers with Microsoft Windows 2000 and Web Operational Software.   The Subtasks are:

1. Provide Operational Software as listed in Appendix C.

2. Install Windows 2000 Server.

3. Install Novell SLA software.

4. Implement DHCP and DNS for Internet communications.

5. Perform verification of network connection.

6. Test ability of Web Access Operational Software to connect to the IBM NetFinity server for mail access and Web connection.

7. Verify Web Access Operational Software access to the Internet.

8. Send a test E-mail message to an Internet address.

9. Receive a test message from an Internet address

10. Download a test file using FTP.

11. Access one web site in each of these domains: edu, gov, org, com, net

Completion: This task will be complete when messages and communications to/from the Internet address and web sites are successfully transmitted and received.

Deliverable/Documentation:

Site Network Installation Document

2.5   Installation of Media Center Web Access Server

Description: The objective of this task is to provide a server for the existing Ysleta ISD Media Center. This will be split into three major areas: installing a new IBM media center Web Access system, updating the Operating System on each server to a current level with the latest updates, and reconfiguring the existing Ysleta infrastructure components to support the server, its required connectivity, and unique network protocol requirements in its new location. The subtasks are:

1. Installation of Media Center Web Access Server Hardware including:

- placement of the machines within the Ysleta ISD District office (Hub)

- connections to keyboard, mouse, and display (if so equipped), or KVM Switch

- verification of successful boot and standard operational software pre-load

- setup of external devices such as rack, KVM Switch, and display are included in this step.

2. Operating System Software Set-up and Configuration

- Conduct a planning session

- Install AIX operating system

- Apply applicable operating system and microcode or device driver updates

- Install AIX operating system components and programs as agreed in the planning session

- Create and allocate logs for operating system, programs, and system.

- Provide additional installation and system customization assistance to meet requirements identified in planning session

- Verify that the AIX operating system and utilities are operational

- Configuration of network addresses, routing,

- Download and install of necessary code updates from the IBM Technical Support Center or download from the Internet.

- Server will be tested for functionality

3. Configuration Assistance with Media Center Server and network task which include:
   - Determine interaction with other network components
   - Configure, on existing network equipment, changes necessary *to* establish communications with the Media Center Servers

   - Start the servers, test IP functionality and verify functional capability to receive/respond to traffic from the intranet and the internet

   - Provide configuration assistance with the implementation of network connectivity from district campuses or other machines to the Media Center Servers, and documentation of configuration.

Completion: This task will be complete when

1. Hardware is set up, diagnostics complete successfully

2. The operating system is installed and operational on your servers and the installation verification procedures have been successfully completed.

3. The Media Center Servers are installed and operational and the installation verification procedures have been successfully completed.

4. Communication with campuses and internet can be demonstrated.

Deliverable/Documentation:

Documentation of the final configuration of the Media Center Server

2.6 Installation of WEB Operational Software

Description: The objective of this task is to configure and install the Web Software On two servers.

The Subtasks are:

1. Provide operational Software as listed in Appendix C.
2. Implement network web communications software.
3. Perform verification of network connection.

4. Test ability of the IBM server for e-mail access and Web connection.

5. Verify Internet connectivity

6. Send a test E-mail message to an Internet address.

7. Receive a test message from an Internet address.

8. Download a test tile using FTP.

9. Access one web site in each of these domains: edu, gov. org, com, net,

Completion: This task will be complete for each site when the installation of all hardware and operational software is completed and a Site Installation Document for each site is provided to Ysleta ISD, (one softcopy and one hardcopy of the documentation).

Deliverable/Documentation:

Site Installation Document

2.7 Student eMail SMTP Servers

Description: The objective of this task is provide a centralized SMTP mail platform for the Ysleta student e-mail server. This will be split into three major areas: installing two new IBM pSeries computer systems, updating the IBM AIX Operating System on each server to a current level with the latest updates, and implementing SMTP server software for the student population.

The subtasks are:

1. Install the hardware that comprises the e-mail servers, including:

    *   placement of the machines within the Ysleta ISD District office

    *   connections to keyboard, mouse, and display (if so equipped), or KVM Switch

    *   verification of successful boot and standard software pre-load

    *   Setup external devices such as rack, KVM Switch, and display.

2. Operating System Software Set-up and Configuration on the e-mail servers including:

    *   Conduct a planning session

    *   Install AIX operating system

    *   Apply applicable operating system and microcode or device driver updates

    *   Install Optional AIX operating system components and programs as agreed in the planning session

    *   Create and allocate storage for operating system, programs, and system logs.

- Provide up to twenty hours of additional installation and system customization assistance to meet requirements identified in planning session

- Operational verification

- Verify that the **AIX** operating system and utilities are operational

- Configure network addresses, routing, arp broadcast where applicable

- Download and install necessary code updates from the IBM Support Center from the Internet.

- Install optional program products, if applicable, from an IBM supplemental CD-ROM.

3. Installation of E-mail Server SoftwareIBM will perform a basic install of the E-mail Server software and related tasks necessary to activate the servers, including:

- Conduct a planning session and identify the following items:

- the necessary environment and pre-requisites

- the data structure

- Interaction with other network components such as the firewall

4. Install and configure Java environment

5. Upgrade Java software levels if necessary

6. Activate the SMTP server software on the E-mail server systems

7. Perform software installation verification procedure

8. Operational Configuration:

9. Configure, on existing network equipment, changes necessary to establish communications with the E-mail Servers

10. start the servers. test http functionality and verify functional capability to receivelrespond to traffic from the intranet and the internet

11. Configuration Assistance with E-mail Server Software

- Provide up to 250 additional hours of configuration assistance with defining the full structure of file systems layout.

- Assist with the implementation of data transfer from campuses or other machines to the E-mail Servers and between the E-mail Servers

- Documentation of the configuration.

- Setup and integration of the E-mail Server software with LDAP V3 and Active Directory network services, and the ability to transfer information via LDAP protocols.

Completion: This task will be complete when

1. Hardware is set up, diagnostics complete successfully

2. The operating system is installed and operational on the servers and the installation verification procedures have been successfully completed.

3. The E-mail Servers are installed and operational and the installation verification procedures have been successfully completed.

4. Communication and use of LDAP V3 protocols and network services can be demonstrated.

Deliverable/Documentation:

☐0 Documentation of the final configuration of the E-mail Server

2.8 Installation of Network File Servers

Description: The objective of this task is to install and configure up to Sixty-Nine (69), IBM xSeries Servers and Operational software.   The Subtasks are:

1. Provide Hardware and Software as listed in Appendix *C*

2. Deliver each Server to its designated location.

3. Install IBM server hardware.

4. Perform power on system test.

5. Attach server to the existing Ethernet network and configure network.

6. Install Operational software on server.

Completion: This task will be complete when IBM configures and installs the equipment as described.

Deliverables /Documentation: Site Server Installation Document.

3.0 YSLETA INDEPENDENT SCHOOL DISTRICT RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBMs performance is predicated upon the following responsibilities being fulfilled by Ysleta ISD.

3.1 General Responsibilities

- Assign a Project Manager to represent Ysleta ISD regarding this contract.

- Provide full access to all Ysleta ISD school locations as required under this SOW

- Communicate with appropriate Ysleta ISD personnel at your location of the work to take place and obtain their approval if necessary.

- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.

- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.

- Provide all necessary power and environmental support to accommodate all IBM and Ysleta ISD provided equipment.

- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.

- Provide required conduit and trenching within the project schedule timeframe should Ysleta ISD require IBM to utilize buried or underground conduit that does not currently exist.

3.2 Project Management

Prior to the start of this Statement of Work under the Agreement, Ysleta ISD will designate a person, called the Ysleta ISD Project Manager, to whom IBM communications will be addressed and who has the authority to act for Ysleta ISD in all aspects of the contract.

The Ysleta ISD Project Manager's responsibilities include:

- Provide liaison between all project participants.

- Manage the Project Change Control Procedure for Ysleta ISD.

- Attend project status meetings.

- Obtain and provide information, data, decisions and approvals, within three working days of IBMs request unless Ysleta ISD and IBM agree to an extended response time.

- Help resolve project issues and escalate issues within the Ysleta ISD organization, as necessary.

- Permit posting of any notifications required by applicable law for Services provided at your locations.

3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. Ysleta ISD is responsible for space allocation, HVAC and electrical considerations. Ysleta ISD is responsible for providing power, light and water necessary in performance of this project.

3.4 Security and Laws

Ysleta ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

3.5 Data Privacy

You agree to allow us and entities within our Enterprise to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. We will process such information in connection with our business relationship, and we reserve the right to provide such information to entities within our Enterprise, our contractors. Business Partners and assignees for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research).

3.6 Required Consents

Before IBM begins performance under this Statement of Work, Ysleta ISD shall be responsible for promptly obtaining and providing for IBM all "Required Consents" necessary to IBM to access, use, and/or modify software, hardware, firmware, and other products used by Ysleta ISD for which IBM shall provide services described herein. A Required Consent means any consents or approvals required to give IBM and its subcontractors the right or license to access, use, and/or modify (including creating derivative works) Ysleta ISD's or a third party's software, hardware, firmware, or other products used by Ysleta ISD without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Ysleta ISD agrees to indemnify, defend, and hold IBM and its affiliates harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys fees and costs) arising from or in connection with any claim (including patent and copyright infringement) made against IBM alleged to have occurred as a result of Ysleta ISD's failure to provide any Required Consents.

IBM shall be relieved of the performance of any obligations that may be affected by Ysleta ISD's failure to promptly provide any Required Consents to IBM.

4.0 DELIVERABLES/DOCUMENTATION

The following items will be delivered to Ysleta ISD under this Statement of Work. See Appendix A, "Deliverable/Documentation Guidelines" for a description of each deliverable.

1. Monthly Status Report
2. Site Survey Documentation
3. Site Installation Documentation
4. A sysinfo installation record of each server made via the sysinfo information tool
5. Documentation of the final configuration of the Web Server
6. Documentation of the final configuration of the LDAP configuration
7. Site Network Installation Document
8. Documentation of the final configuration of the Media Center Server

5.0 SCHEDULE

5.1 Project Dates

- Start Date - July 1, 2002
- End Date – June 30,2003

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 COMPLETION CRITERIA

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."

- Either of us terminates the Project in accordance with the provisions of the IBM Customer Agreement.

- The Estimated End Date for the contract is reached.

7.0 CHARGES

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-rate program. IBM will not begin work on this project without written notification from Ysleta ISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate the portion of the Agreement represented by this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

Or this amount may be extended upon mutual agreement between Ysleta ISD and IBM as defined in the section titled Project Change Control Procedure. Should Ysleta ISD not receive the requested funding for E-rate 5 or should Ysleta ISD receive only partial funding, IBM will work with Ysleta ISD to agree on those portions of this Statement of Work that can be accomplished based upon available funding. In addition, IBM agrees that the District may decide not to pursue this project, even though a full or partial FUNDING COMMITMENT notification has been received from the E-Rate FCC Snowe-Rockefeller administration. Neither party will incur obligations under the portion *of* the Agreement represented by this Statement of Work if the District chooses not to pursue the project, even though a full or partial FUNDING COMMITMENT has been received.

IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. You authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

It is understood by Ysleta ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from Ysleta ISD **to** proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right **to** restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total IBM Statement **of Work for Network** File and **Web Sewers.. . . . .$3,945,320**
including travel and living expenses
Estimated Taxes $0

For purposes *of* applying for FCC Snowe-Rockfeller E-rate Funding, the following breakout is provided.
    A) E-rate Eligible Portion. $3,945,320

    E) Non-Eligible Portion. . . . . $ 0

E-rate Invoicing: Prior to commencing work, **IBM** requires:

    1) a fully signed contract signature sheet:

    2) a P.O. in the amount that the E-rate program is not funding (e.g. non-discounted portion *of* the eligible costs plus the non-eligible costs), and;

3) a copy of **the** USAC's Funding **Commitment** Decision letter

As a service to the school, IBM will perform dual billing per E-rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, IBM will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice. Please note that although IBM will bill the school for the 'non-discounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for the entire contract services charge. Not withstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being perform or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607. This offer will be withdrawn if IBM is not authorized to perform these Services by December 31, 2002.

Appendix A Deliverable/Documentation Guidelines

A I. Monthly Status Reports

Purpose: IBM will provide Status Reports monthly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the Ysleta ISD Project Manager within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

A.2 Site Survey Document

Purpose: IBM will provide for all sites a Site Survey Document summarizing the results of the network survey at each remote site.

Delivery: One (1) hard copy and one (1) softcopy of the Site Survey Document for all remote sites will be delivered to Ysleta ISD.

A.3 Site Installation Document

Purpose: IBM will provide for all sites a Site Installation Document summarizing the results of the installation activity at each site.

Delivery: One (1) hard copy and one (1) softcopy of the Site Installation Document for all sites will be delivered to Ysleta ISD.

A.2 Final Configuration of Web Server - Documentation

Purpose: IBM will provide for Web Servers a configuration document summarizing the details of the configuration of the server.

Delivery: One (1) hard copy and one (1) softcopy of the configuration document for each server will be delivered to the Ysleta ISD Project Manager.

Content: The report will consist of the following, as appropriate:

1. Installed software
2. Configuration settings that are different from standard defaults
3. Network addresses, hostnames, user accounts and passwords
4. Internet connectivity settings and configuration, including linkage to Active Directory

A.3 Site Network Installation Document

Purpose: IBM will provide for all sites a Network Installation Document summarizing the installation of the software at each remote site.

Delivery: One (1) hard copy and one (1) softcopy of the Network Installation Document for all remote sites will be delivered to the Ysleta ISD Project Manager.

Content: This document will consist of step by step installation quide for, Novell, Microsoft Windows 2000, and Web Operational Software.

A.4 Final Configuration of Media Center Server - Documentation

Purpose: IBM will provide for Both Media Center Servers a configuration document summarizing the details of the configuration of the server.

Delivery: One (1) hard copy and one **(1)** softcopy of the configuration document for each server will be delivered to the Ysleta ISD Project Manager.

Content: The report will consist of the following, as appropriate:

1. Installed software
2. Configuration settings that are different from standard defaults
3. Network addresses, hostnames, user accounts and passwords

A.5 Final Configuration of E-mail Server - Documentation

Purpose: IBM will provide for Both E-mail Servers a configuration document summarizing the details of the configuration of the server.

Delivery: One **(1)** hard copy and one **(1)** softcopy *of* the configuration document for each server will be delivered to the Ysleta **ISD** Project Manager.

Content

The report will consist of the following, as appropriate:

1. Installed software
2. Configuration settings that are different from standard defaults
3. Network addresses, hostnames, user accounts and passwords
4. **SMTP** mail server settings

IBM

APPENDIX B

B.I Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign,

For IBM , the Project Manager will sign the authorization; for the District, the Superintendent or the Associate Superintendent for Business and Administrative services will sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

APPENDIX C HARDWARE AND OPERATIONAL SOFTWARE PROVIDED

IBM will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

Qty	Mfg Part #	Description
1	7133-D40	IBM Serial Disk
1	7014-T42	IBM Enterprise Rack
1	7316-TF1	IBM Flat Panel Color Monitor
1	9910-A30	APC Smart-UPS 5000VA

		Hardware
8	8672-82X	IBM xSeries 300 PIII 1000, 256MB, 18GB
53	8682-4RY	IBM xSeries 350 PIII Xeon 700, 512MB, 18GB
7	8682-6RY	IBM xSeries 350 PIII Xeon 900, 512MB, 18GB
1	8682-4RX	IBM xSeries 370 Intel Tit 800, 1024MB, 72GB
69	6331N2N	15IN/13.7V 28MM 1024X768 85HZ Gray/Blk
69	SU1400NET	1400VA Line Int LAN 7-Full 21-Half UPS

Program Products and Licenses

IBM will supply the following software and associated documentation in accordance with the terms and conditions of this SOW :

1. Web Access Software 4.0 Server

2. Novell SLA Software – PIN Nvsla 17258

3. Technical Support

4. AIX V4.3 Operating system 5692-AIX

5. Web server operational software

6. IBM Http Server

7. AIX and pSeries Supportline

APPENDIX O SIGNATURE PAGE

IBM (we) will provide, and Ysleta ISD (you) agree to accept, IBM Services (Services) for "IBM Statement of Work for Network File and Web Servers" under the terms and conditions of the Agreement consisting of RFP #22-1115-016RFP and the Contractor's Appendix to RFP #22-1115-016RFP, the General Agreement dated January 17, 2002, the IBM Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable *terms* refer to the IBM Proposal for the provisions of Ysleta ISD "IBM Statement of Work for Network File and Web Servers", dated January 17, 2002.

IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should Ysleta ISD *not receive* the requested funding for E-rate 6 or should Ysleta ISD receive only partial funding, IBM will work with Ysleta ISD to identify those portions of this Statement of Work that can be accomplished based upon available funding. Should such a lessening of scope involve a redesign or some other change in pricing, IBM agrees to negotiate *In* good faith with Ysleta ISD to make the required changes according to the Project Change Control Procedure outlined in Appendix B. it is specifically understood by IBM and Ysleta ISD that no E-rate 5 activity will occur prior to IBM's receipt from Ysleta ISD d written authorization to proceed, which authorization may be a signature on the second Signature Page following this one., It is understood by Ysleta ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from Ysleta ISD to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date. IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total Charges: $3,945,320, which includes travel and living expenses, and applicable taxes which are the responsibility of Ysleta ISD. Both of us agree that the complete agreement between us regarding these Services will consist of 1) *this* Statement of Work and 2) the Agreement Consisting of RFP #22-1115-016RFP and the Contractor's Appendix to RFP #22-1115-016RFP, the General Agreement dated January 17, 2002, and the IBM Customer Agreement

Agreed *to:*

Ysleta Independent School District

By

(Authorized Signature) 1/17/02

Name   Vernon L. Butler

Date: Interim Superintendent

Customer Number 9988471

Customer Address:

Ysleta Independent School District

9600 Sims Cr.

El Paso, TX 70925

Project name or Identifier:

Stan Date: July 1, 2002

Agreed lo

International Business Machines Corporatio

By

(Authorized Signature)

Name Tracy H. Diaz

Date: January 17, 2002

ReferenceAgreement No. QFE111

IBM Office Address:

El Paso, Texas

Ysleta Independent School District VOIP Systems Integration

End Date: June 30, 2003